

1 BILL NO. S-75-11-*49*.

2

3 SPECIAL ORDINANCE NO. S-260-75.

4 AN ORDINANCE approving a contract with L.W. DAILEY,
5 INC. for Improvement Resolution 5705-1975

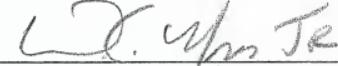
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
7 WAYNE, INDIANA:

8 SECTION 1. That the contract dated November 17, 1975, between the
9 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
10 L. W. DAILEY, INC., for:

11 Improving Gaywood Drive from the south property line of
12 Southview Drive to the south property line of Belmont Drive
13 for a total cost of \$54,594.50, of which the City will pay 60% and the property owners
14 will pay 40%, all as more particularly set forth in said contract which is on file in
15 the Office of the Board of Public Works and is by reference incorporated herein, made
16 a part hereof and is hereby in all things ratified, confirmed and approved.

17 SECTION 2. This Ordinance shall be in full force and effect from and
18 after its passage and approval by the Mayor.

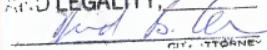
19

20 
21 Councilman

22

23 APPROVED AS TO FORM

24 AND LEGALITY,

25 

26 ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted; read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 11-25-75

Charles W. Blitzenauer

CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
Passed (YES) by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
BURNS	<u>8</u>	<u>0</u>	<u>1</u>		
HINGA	<u>X</u>	—	—	—	—
Kraus	—	—	<u>X</u>	—	—
MOSES	<u>X</u>	—	—	—	—
NUCKOLS	<u>X</u>	—	—	—	—
SCHMIDT, D.	<u>X</u>	—	—	—	—
SCHMIDT, V.	<u>X</u>	—	—	—	—
STIER	<u>X</u>	—	—	—	—
TALARICO	<u>X</u>	—	—	—	—

DATE: 12-9-75

Charles W. Blitzenauer

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map), (General), (Annexation), (Special), (Appropriation) Ordinance (Resolution) No. 1-200-75 on the 9th day of December, 1975.

ATTEST: (SEAL)

Charles W. Blitzenauer
CITY CLERK

Charles W. Blitzenauer
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1975, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Blitzenauer

CITY CLERK

Approved and signed by me this 10th day of December, 1975, at the hour of 2:00 o'clock P.M., E.S.T.

John H. Kropf

MAYOR

Bill No. S-75-11-49

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with L. W. DAILEY, INC. for Improvement Resolution 5705-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance PASS.

Winfield C. Moses, Jr. - Chairman

SAMUEL TALARICO

William Hinga

John Hockens

Donald J. Schmidt

W. D. Morris Jr.

E.Schmidt

12/9/75 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

11/17/75

BARRETT LAW
 SUBJECT TO COUNCILMANIC APPROVAL
 Preliminary Meeting _____
 Ratification _____

CONTRACT

This Agreement, made and entered into this 17th day of November, 1975

by and between

—L. W. DAILEY, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Imp. Res. No. 5705-1975: for improving Gaywood Drive from the south

property line of Southview Drive to the south property line Belmont Drive

by grading and paving the roadway to a width of 27 feet with 6" plain concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5705-1975 and at the following price per linear foot

at the following prices:

Excavation, regular	Four dollars and fifty cents, per cubic yard	4.50
Pavement removal	Three dollars and fifty cents, per square yard	3.50
Tree removal	Twenty dollars and no cents, per each	20.00
Pavement, concrete, plain, 6"	Twelve dollars and fifty cents, per square yard	12.50
Pavement, asphalt, deep strength, 8"	Twenty dollars and no cents, per ton	20.00
Private drive pavement, concrete, plain, 6"	Sixteen dollars and no cents, per square yard	16.00
Stone for drives, #73	Seven dollars and no cents, per ton	7.00

Pavement, asphalt, deep strength, 8"	Twenty dollars and no cents, per ton	20.00
Private drive pavement, concrete, plain, 6"	Sixteen dollars and no cents, per square yard	16.00
Stone for drives, #73	Seven dollars and no cents, per ton	7.00
Sidewalk, concrete, 4"	One dollar and twenty cents, per square foot	1.20
Double Chip and Seal	Three dollars and no cents, per square yard	3.00
Fine grading	Eighty cents, per square yard	.80
Seeding, including mulch & fertilizer	One dollar and no cents, per square yard	1.00
Top soil, 2"	Twenty cents, per square yard	.20
Rigid conduit, 2" installation only	Fifty cents, per lineal foot	.50
175 W Merc. T&C w/lamp installation	Fifty dollars and no cents, per each	50.00
Aluminum poles w/o transfer base installation	Fifty dollars and no cents, per each	50.00
2/c #4 wire installation	Forty cents, per lineal foot	.40
Trenching, 20" depth	One dollar and no cents, per lineal foot	1.00
Manhole, Type I	Seven hundred dollars and no cents, per each	700.00
Inlet, Type I	Three hundred fifty dollars and no cents, per each	350.00
Castings adjusted to grade	Fifty dollars and no cents, per each	50.00
Castings, Type C, required	One hundred fifty dollars and no cents, per each	150.00
Castings, Type A, required	One hundred twenty dollars and no cents, per each	120.00
Pipe, Class IV, 12"	Ten dollars and no cents, per lineal foot	10.00

#73 stone backfill	Ten dollars and no cents, per cubic yard	10.00
Gravel backfill for trenches, #53	Six dollars and no cents, per cubic yard	6.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Section 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5705-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 1, 1976 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1976 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 4th

day of November, 1975

L. W. DAILEY, INC.

BY: Donald

ITS: President

Contractor, Party of the First Part.

City of Port Wayne, By and Through:

Carl E. O'Neal

Betty Jean Nault

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Improvement Resolution

FOR STREET OR ALLEY

No. 5701 -1975

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
 That it is deemed necessary to improve by constructing storm drainage, installing street
lighting, five (5) foot wide sidewalks and paving Gaywood Drive
 from the south property line of Southview Drive
 to the south property line of Belmont Drive

By draining, curbing, grading and paving the roadway to a uniform width of twenty-seven (27) feet ^{B.B.}
~~with 3" Asphaltic~~ including curbs
~~and 1" Asphaltic~~ Asphaltic Concrete upon a six (6) inch Concrete foundation, Six (6) inch Asphalt Concrete
~~or~~ with 3" Macadam, 2" Binder and 1" Asphalt Top.

with 6" plain concrete street paving and 4" concrete sidewalks

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
 Public Works of said City; and such improvement is now ordered.

A maximum of 40% of the construction cost shall be assessed
~~The total cost of said improvement, excepting the cost of street and alley intersections, shall be assessed~~
 upon the real estate abutting on said Gaywood Drive as above described and on
 the balance of the cost
 property within 150 feet of the line of the street to be improved, and upon the City of Fort Wayne,
 Indiana, to the extent of the street and alley intersections. All according to the method and manner provided
 for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal
 Corporation," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental
 thereof.

Assessments if deferred, are to be paid in ten equal installments, with interest at the rate of ~~five (5) per~~
 six (6) per
 cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the
 property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall
 the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners
 for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or
 certificates, issued to said contractor in payment for such work, except for such moneys as shall have been
 actually received by the city from the assessments for such improvement, or such moneys as said city is by
 said above entitled act required to pay. All proceedings had and work done in the making of said improve-
 ment, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided
 for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this _____ day of _____

BOARD OF PUBLIC WORKS:

GUARANTY BOND

Know All Men by These Presents, That we -----

-----L. W. DAILEY, INC.-----Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY OF ST. PAUL, MINNESOTA

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY FOUR

THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS AND FIFTY CENTS-----

(\$54,594.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----L. W. DAILEY, INC.-----

did on the _____ day of _____

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

dik. STATION Imp. Res. No. 5705-1975, for

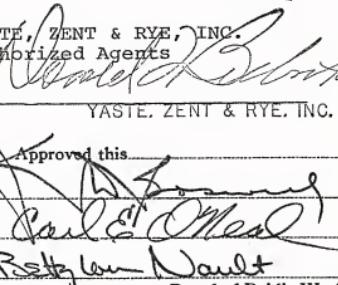
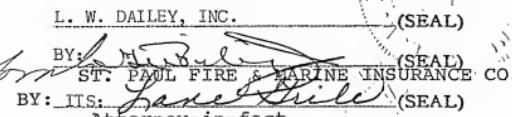
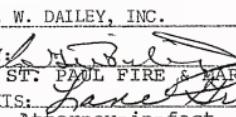
improving Gaywood Drive from the south property line of Southview Drive to the
south property line of Belmont Drive

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

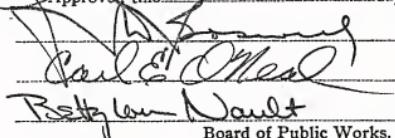
-----shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 4 day of November, 1975

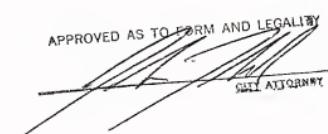
YASTE, ZENT & RYE, INC.
Authorized Agents

BY: 
Carl E. Neal
YASTE, ZENT & RYE, INC. BY: 
James Trile
ST. PAUL FIRE & MARINE INSURANCE CO.
BY: ITS: 
Attorney-in-fact

Approved this _____ day of _____


Betty Ann Nault
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY


City Attorney

LIABILITY BOND

Know All Men by These Presents, That we _____
L. W. DAILEY, INC.

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY FOUR

THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS AND FIFTY CENTS

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$54,594.50)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____

4 day of November, 1975

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: *Donald J. Elstrom*
YASTE, ZENT & RYE, INC.

L. W. DAILEY, INC.

(SEAL)

BY: *Paul J. Heile*
ST. PAUL FIRE & MARINE INSURANCE CO.
BY ITS: *Lane Gille*
Attorney-in-fact

(SEAL)

(SEAL)

(SEAL)

Approved this _____ day of _____

John D. Penney
Carl S. O'Neal
Peggy Ann Dault
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

COMPLETED IN STREET ENGINEERING OFFICE

OCTOBER 31, 1975

CERTIFIED COPY OF POWER OF ATTORNEY

FIDELITY AND SURETY
DEPARTMENT

ST. PAUL
FIRE and MARINE
Insurance Company

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby nominate and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,
Leonard Shirlev, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation, held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove at any time any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of February A. D. 19 74

STATE OF MINNESOTA }
County of Ramsey } ss.

Vice President

On this 14th day of February 19th, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. JAEGER
Notary Public, Ramsey County, Minn.

www.ijerph.org

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of said originals, and that the said Power of Attorney has not been revoked and is now

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4 day of November 1975.

*Unlimited as to character and amount.

The wage scale committee, being appointed to prepare a schedule or the prevailing wage scale to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER OF, 1975.

in accordance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1973, have established a schedule as hereinafter set forth for the following trades and occupations:

TRADES OCCUPATION

	CLASS	RATE PER HR.	H.W.	PEN.	VAC.	SPD.	MISC.
IRONWORKER	S	10.05	85%	35%			3if
CARDBREAKER	S	10.05	80	1.00		3	
ERICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.73		6%		4	2if
	S	9.01	67	40		5	2if
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.80	40	12+30%		4	
ELEVATOR CONSTRUCTOR	S	8.77	44%	29	7%	2	
GLAZIER	S	8.98	12		30%	4	22tholiday
IRON WORKER	S	10.20	65	80		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS-US	6.25-6.65	35	35		3	
	S-SS-US	6.20-6.75	35	35		2	
	S-SS-US	6.25-7.25	35	35		2	
LATHER	S	8.20		25		1	3if
HILLWRIGHT & PILEDRIVER	S	9.06		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS-US	7.20-9.90	40	40		5	
	S-SS-US	6.95-8.10	40	40		4	
	S-SS-US	7.07-8.27	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6miso.
PLASTERER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.90	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.80	40	35		4	13if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS-US	7.30-8.30	18pw	19.50pw			
	S-SS-US	7.16-7.76	17.50pw	19.50pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 6 DAY OF OCT, 1975

William H. Lewis
REPRESENTING GOVERNOR, STATE OF INDIANA.

Edwin C. Leonard Jr.
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance *8-75-11-44.*

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with L. W. Dailey, Inc. in amount of
\$54,594.50 for improving of Gaywood Drive from the south property line of Southview
Drive to the south property line of Belmont Drive.

EFFECT OF PASSAGE Fulfillment of construction work proposed in above subject

EFFECT OF NON-PASSAGE Failure to fulfill construction agreement.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) City will pay 60% of total cost with property owners paying 40%.

ASSIGNED TO COMMITTEE *Parker Wills Jr.*